

DEPARTMENT OF SOCIAL SERVICES

744 P Street, M.S. 19-31
Sacramento, CA 95814
(916) 445-7964



October 5, 1983

ALL COUNTY INFORMATION NOTICE NO. 1-109-83

TO: All Public and Private Adoption Agencies
All SDSS Adoption District Offices

SUBJECT: Adoptive Placement Agreement Form

Attached to this notice is the revised Adoptive Placement Agreement Form (AD 907) which can be used in either a single-agency placement or a cooperative placement. This form conforms to the regulations of the Adoption Assistance Program and replaces both the Interagency Adoptive Placement Agreement form (AD 523A, 12/82) which was used only in cooperative adoptive placements and the Adoptive Placement Agreement (CAS 10, 7/78), which was used by the Department's adoption district offices. The form may be ordered from the Department of Social Services Warehouse, P.O. Box 22429, Sacramento, CA, 95822-3799.

The Adoptive Placement Agreement form (AD 907) is not a mandatory form. Agencies using their own forms for adoptive placement agreements are reminded that the placement agreement must contain the information specified in adoption regulation Section 30645 of Title 22, California Administrative Code.

If there are any questions regarding this notice, please contact your adoption program consultant.

A handwritten signature in cursive script, reading "Loren D. Suter", is positioned above the typed name.

LOREN D. SUTER
Deputy Director
Adult and Family Services Division

Attachment

cc: CWDA

ADOPTIVE PLACEMENT AGREEMENT

Child's Name _____

Date of Birth _____

I/We _____ and _____, understand that
 (Adoptive Parent) (Adoptive Parent)
 the _____ in accepting us as adoptive parents expresses confidence in our ability
 (Adoption Agency)
 to meet the needs of the child placed with us on _____
 (Date of Placement)

Having seen the child and been informed of his/her social and health history, we accept him/her with the intent of legal adoption. Attached is an AD 512, Psychological and Medical History Form, listing social and health facts applicable to the child (which we have reviewed). I/We understand that the agency holds legal custody of the child until the adoption is completed in court or until an interlocutory decree of adoption is granted. I/We understand that the social worker, prior to the completion of the adoption, including the period that an interlocutory decree of adoption is in effect, will meet with us and the child regularly.

Until the adoption is final:

I/We agree to place the child under the care of a medical doctor and follow recommendations for health care for the child, including immunization. I/We must notify the agency of any serious illnesses of the child and, if an interlocutory decree of adoption has not been granted, obtain from the agency medical consent when necessary for surgery and other medical treatment of the child.

I/We agree to inform the agency of changes in our family or place of residence. I/We must not take the child out of the State of California without the consent of the agency unless an interlocutory decree of adoption is in effect and we agree to inform the agency of extended trips I/we take outside the county.

If for any reason I/we cannot keep the child or properly care for him/her, I/we shall inform the adoption agency. If, before the adoption is completed, I/we are dissatisfied with the actions of the adoption agency in placing the child in our home, I/we have the right to request a grievance review. I/We Understand that if there is no interlocutory decree of adoption in effect, the agency may remove the child immediately if the child is endangered or upon seven (7) days notice if it is determined that such action will be in the best interest of the child. If an interlocutory decree is granted, the child can only be removed by court approval, or a child protective service action. In such event, I/we do hereby waive and release any and all claims we may have against the agency for board, lodging, maintenance, and care of the child, and for any damages resulting therefrom.

I/We understand that we are responsible for any attorney fees incurred with completing the adoption.

I/We have been informed of the provisions of the Adoption Assistance Program (AAP) to assist in the placement of special needs children. _____ does/does not meet the definition of hard-to-place
 (Name of Child)

as defined in Welfare and Institutions Code Section 16116. I/We are/are not in need of financial assistance to meet the special needs of the child. I/We have been informed that if the child qualifies for AAP and I/we do not need assistance immediately, I/we can sign an adoption assistance agreement that will defer payment until I/we require financial assistance for the specified condition(s) designated in this agreement. I/We understand that adoption assistance payments can begin only after an interlocutory decree of adoption or a final decree of adoption is granted. I/We understand that I/we may receive AAP benefits only if an Adoption Assistance Agreement is completed prior to a final decree of adoption.

In consideration of services rendered to us I/we agree to pay to _____,
 (Name of Adoption Agency)
 an adoption fee of \$ _____ by the time the agency recommends the adoption in its report to the court.

I/We understand that assistance from California Children's Services is limited to children who reside within the State of California and that any benefits to which I/we may be entitled under that program will terminate if I/we move to another state. However, I/we may be eligible for similar benefits in another state if we qualify.

 Agency Representative

 Adoptive Parent

 Agency Representative (Coop. Placement)

 Adoptive Parent

 Date Signed